

## MECHANICS' AND MATERIALMEN'S LIENS

### **N.R.S. § 108.221. Definitions**

As used in NRS 108.221 to 108.246, inclusive, unless the context otherwise requires, the words and terms defined in NRS 108.22104 to 108.22188, inclusive, have the meanings ascribed to them in those sections.

### **NRS 108.22104. "Agent of the owner" defined**

"Agent of the owner" means every architect, builder, contractor, engineer, geologist, land surveyor, lessee, miner, subcontractor or other person having charge or control of the property, improvement or work of improvement of the owner, or any part thereof.

### **N.R.S. § 108.22108. "Building" defined**

"Building" means a primary building or other superstructure, together with all garages, outbuildings and other structures appurtenant thereto.

### **N.R.S. § 108.22112. "Commencement of construction" defined**

"Commencement of construction" means the date on which:

1. Work performed; or
2. Materials or equipment furnished in connection with a work of improvement,

is visible from a reasonable inspection of the site.

### **N.R.S. § 108.22116. "Completion of the work of improvement" defined**

"Completion of the work of improvement" means:

1. The occupation or use by the owner, an agent of the owner or a representative of the owner of the work of improvement, accompanied by the cessation of all work on the work of improvement;

2. The acceptance by the owner, an agent of the owner or a representative of the owner of the work of improvement, accompanied by the cessation of all work on the work of improvement; or

3. The cessation of all work on a work of improvement for 30 consecutive days, provided a notice of completion is timely recorded and served and the work is not resumed under the same contract.

**N.R.S. § 108.22118. “Construction control” defined**

“Construction control” has the meaning ascribed to it in NRS 627.050.

**N.R.S. § 108.2212. “Contract” defined**

“Contract” means a written or oral agreement, including all attachments and amendments thereto, for the provision of work, materials or equipment for a work of improvement.

**N.R.S. § 108.22124. “Equipment” defined**

“Equipment” means tools, machinery and vehicles, furnished or rented, which are used or to be used in the construction, alteration or repair of a work of improvement at the request of the owner or an agent of the owner.

**N.R.S. § 108.22128. “Improvement” defined**

“Improvement” means the development, enhancement or addition to property, by the provision of work, materials or equipment. The term includes, without limitation:

1. A building, railway, tramway, toll road, canal, water ditch, flume, aqueduct, reservoir, bridge, fence, street, sidewalk, fixtures or other structure or superstructure;
2. A mine or a shaft, tunnel, adit or other excavation, designed or used to prospect, drain or work a mine;
3. A system for irrigation, plants, sod or other landscaping;
4. The demolition or removal of existing improvements, trees or other vegetation;
5. The drilling of test holes;
6. Grading, grubbing, filling or excavating;
7. Constructing or installing sewers or other public utilities; and
8. Constructing a vault, cellar or room under sidewalks or making improvements to the sidewalks in front of or adjoining the property.

**N.R.S. § 108.22132. “Lien” defined**

“Lien” means the statutory rights and security interest in ... property or any improvements thereon provided to a lien claimant by NRS 108.221 to 108.246, inclusive.

**N.R.S. § 108.22136. “Lienable amount” defined**

“Lienable amount” means the principal amount of a lien to which a lien claimant is entitled pursuant to subsection 1 of NRS 108.222.

**N.R.S. § 108.2214(1). “Lien claimant” defined**

“Lien claimant” means any person who provides work, material or equipment with a value of \$500 or more to be used in or for the construction, alteration or repair of any improvement, property or work of improvement. The term includes, without limitation, every artisan, builder, contractor, laborer, lessor or renter of equipment, materialman, miner, subcontractor or other person who provides work, material or equipment, and any person who performs services as an architect, engineer, land surveyor or geologist, in relation to the improvement, property or work of improvement.

**N.R.S. § 108.22144. “Material” defined**

“Material” means appliances, equipment, machinery and substances affixed, used or to be used, consumed or incorporated in the improvement of property or the construction, alteration or repair of any improvement, property or work of improvement.

**N.R.S. § 108.22148. “Owner” defined**

1. “Owner” includes:

(a) The record owner or owners of the property or an improvement to the property as evidenced by a conveyance or other instrument which transfers that interest to him and is recorded in the office of the county recorder in which the improvement or the property is located;

(b) The reputed owner or owners of the property or an improvement to the property;

(c) The owner or owners of the property or an improvement to the property, as shown on the records of the county assessor for the county where the property or improvement is located;

(d) The person or persons whose name appears as owner of the property or an improvement to the property on the building permit;

(e) A person who claims an interest in or possesses less than a fee simple estate in the property; ... or

(g) A person described in paragraph (a), (b), (c), (d) or (e) who leases the property or an improvement to the property to this State or a political subdivision of this State, including, without limitation, an incorporated city or town, if the property or improvement is privately owned.

2. The term does not include:

(a) A mortgagee; ... [or]

(c) The owner or holder of a lien encumbering the property or an improvement to the property ....

#### **N.R.S. § 108.2216. “Prime contract” defined**

“Prime contract” means a contract between a prime contractor and the owner or lessee of property about which the contract relates.

#### **N.R.S. § 108.22164. “Prime contractor” defined**

“Prime contractor” means:

1. A person who contracts with an owner or a lessee of property to provide work, materials or equipment to be used for the improvement of the property or in the construction, alteration or repair of a work of improvement; or

2. A person who is an owner of the property, is licensed as a general contractor pursuant to chapter 624 of NRS and provides work, materials or equipment to be used for the improvement of the property or in the construction, alteration or repair of a work of improvement.

#### **N.R.S. § 108.22172. “Property” defined**

“Property” means the land, real property or mining claim of an owner for which a work of improvement was provided, including all buildings, improvements and fixtures thereon, and a convenient space on, around and about the same, or so much as may be required for the convenient use and occupation thereof.

**N.R.S. § 108.22184. “Work” defined**

“Work” means the planning, design, geotechnical and environmental investigations, surveying, labor and services provided by a lien claimant for the construction, alteration or repair of any improvement, property or work of improvement whether the work is completed or partially completed.

**N.R.S. § 108.22188. “Work of improvement” defined**

“Work of improvement” means the entire structure or scheme of improvement as a whole, including, without limitation, all work, materials and equipment to be used in or for the construction, alteration or repair of the property or any improvement thereon, whether under multiple prime contracts or a single prime contract except as follows:

1. If a scheme of improvement consists of the construction of two or more separate buildings and each building is constructed upon a separate legal parcel of land and pursuant to a separate prime contract for only that building, then each building shall be deemed a separate work of improvement; and

2. If the improvement of the site is provided for in a prime contract that is separate from all prime contracts for the construction of one or more buildings on the property, and if the improvement of the site was contemplated by the contracts to be a separate work of improvement to be completed before the commencement of construction of the buildings, the improvement of the site shall be deemed a separate work of improvement from the construction of the buildings and the commencement of construction of the improvement of the site does not constitute the commencement of construction of the buildings. As used in this subsection, “improvement of the site” means the development or enhancement of the property, preparatory to the commencement of construction of a building, and includes:

- (a) The demolition or removal of improvements, trees or other vegetation;
- (b) The drilling of test holes;
- (c) Grading, grubbing, filling or excavating;
- (d) Constructing or installing sewers or other public utilities; or
- (e) Constructing a vault, cellar or room under sidewalks or making improvements to the sidewalks in front of or adjoining the property.

**N.R.S. § 108.222. Lien on property, improvements and construction disbursement account; amount of lien; lien not available to unlicensed contractor or professional who must be licensed to perform work**

1. Except as otherwise provided in subsection 2, a lien claimant has a lien upon the property [and] any improvements for which the work, materials and equipment were furnished or to be furnished ... for:

(a) If the parties agreed, by contract or otherwise, upon a specific price or method for determining a specific price for some or all of the work, material and equipment furnished or to be furnished by or through the lien claimant, the unpaid balance of the price agreed upon for such work, material or equipment, as the case may be, whether performed, furnished or to be performed or furnished at the instance of the owner or his agent; and

(b) If the parties did not agree, by contract or otherwise, upon a specific price or method for determining a specific price for some or all of the work, material and equipment furnished or to be furnished by or through the lien claimant, including, without limitation, any additional or changed work, material or equipment, an amount equal to the fair market value of such work, material or equipment, as the case may be, including a reasonable allowance for overhead and a profit, whether performed, furnished or to be performed or furnished at the instance of the owner or at the instance of his agent.

2. If a contractor or professional is required to be licensed pursuant to the provisions of NRS to perform his work, the contractor or professional will only have a lien pursuant to subsection 1 if he is licensed to perform the work.

**N.R.S. § 108.225. Priority of liens**

1. The liens provided for in NRS 108.221 to 108.246, inclusive, are preferred to:

(a) Any lien, mortgage or other encumbrance which may have attached to the property after the commencement of construction of a work of improvement.

(b) Any lien, mortgage or other encumbrance of which the lien claimant had no notice and which was unrecorded against the property at the commencement of construction of a work of improvement.

2. Every mortgage or encumbrance imposed upon, or conveyance made of, property affected by the liens provided for in NRS 108.221 to 108.246, inclusive, after the commencement of construction of a work of improvement are subordinate and subject to the liens provided for in NRS 108.221 to 108.246, inclusive, regardless of the date of recording the notices of liens.

**N.R.S. § 108.226. Perfection of lien: Time for recording notice of lien; ... verification; ... notice of intent to lien required under certain circumstances**

1. To perfect his lien, a lien claimant must record his notice of lien in the office of the county recorder of the county where the property or some part thereof is located in the form provided in subsection 5:

(a) Within 90 days after the date on which the latest of the following occurs:

(1) The completion of the work of improvement;

(2) The last delivery of material or furnishing of equipment by the lien claimant for the work of improvement; or

(3) The last performance of work by the lien claimant for the work of improvement; or

(b) Within 40 days after the recording of a valid notice of completion, if the notice of completion is recorded and served in the manner required pursuant to NRS 108.228.

....

3. The notice of lien must be verified by the oath of the lien claimant or some other person. The notice of lien need not be acknowledged to be recorded.

....

6. ... [I]f a work of improvement involves the construction, alteration or repair of multifamily or single-family residences, including, without limitation, apartment houses, a lien claimant, except laborers, must serve a 15-day notice of intent to lien .... A notice of lien for materials or equipment furnished or to be furnished for work or services performed or to be performed, except labor, for a work of improvement involving the construction, alteration or repair of multifamily or single-family residences may not be perfected or enforced pursuant to NRS 108.221 to 108.246, inclusive, unless the 15-day notice of intent to lien has been given to the owner.

....

**N.R.S. § 108.227. Service of copy of notice of lien**

1. In addition to the requirements of NRS 108.226, a copy of the notice of lien must be served upon the owner of the property within 30 days after recording the notice of lien ....

2. If there is more than one owner, failure to serve a copy of the notice of lien upon a particular owner does not invalidate a notice of lien if properly served upon another owner.

3. Each subcontractor who participates in the construction, improvement, alteration or repair of a work of improvement shall deliver a copy of each notice of lien required by NRS 108.226 to the prime contractor....

**N.R.S. § 108.228. Notice of completion: Recording; ... verification; delivery of copy to each prime contractor and potential lien claimant; effect of failure to deliver copy to prime contractor or lien claimant**

1. The owner may record a notice of completion after the completion of the work of improvement.

2. The notice of completion must be recorded in the office of the county recorder of the county where the property is located ....

3. The notice must be verified by the owner or by some other person on his behalf. The notice need not be acknowledged to be recorded.

4. Upon recording the notice pursuant to this section, the owner shall, within 10 days after the notice is recorded, deliver a copy of the notice by certified mail, to:

(a) Each prime contractor with whom the owner contracted for all or part of the work of improvement.

(b) Each potential lien claimant who, before the notice was recorded pursuant to this section, either submitted a request to the owner to receive the notice or delivered a preliminary notice of right to lien pursuant to NRS 108.245.

5. The failure of the owner to deliver a copy of the notice of completion in the time and manner provided in this section renders the notice of completion ineffective with respect to each prime contractor and lien claimant to whom a copy was required to be delivered pursuant to subsection 4.

**N.R.S. § 108.229. Recording and service of amended notice of lien; variances; errors or mistakes do not defeat lien; exceptions; amendments; ... sufficiency of notice of lien**

1. At any time before or during the trial of any action to foreclose a lien, a lien claimant may record an amended notice of lien to correct or clarify his notice of lien. The lien claimant shall serve the owner of the property with an amended notice of lien in the same manner as required for serving a notice of lien pursuant to NRS 108.227 and within 30 days after recording the amended notice of lien. A variance between a notice of lien and an amended notice of lien does not defeat the lien and shall not be deemed material unless the variance:

(a) Results from fraud or is made intentionally; or

(b) Misleads an adverse party to his prejudice, but then only with respect to the adverse party who was prejudiced.

....

3. An error or mistake in the name of the owner contained in any notice of lien does not defeat the lien, unless a correction of the notice of lien in a particular instance would prejudice the rights of an innocent bona fide purchaser or encumbrancer for value, but then only with respect to the bona fide purchaser or encumbrancer for value who was prejudiced.

....

5. A notice of lien which contains therein the description of the property supplied by and set forth in the notice of completion recorded pursuant to NRS 108.228 must, for all purposes, be sufficient as a description of the actual property upon which the work was performed or materials or equipment were supplied, and amendment of the notice of lien or amendment of the pleading filed by the lien claimant in a foreclosure action, or both, may be made to state the correct description, and the corrected description relates back to the time of recording the notice of lien, unless a correction of the notice of lien in a particular instance would prejudice the rights of an innocent bona fide purchaser or encumbrancer for value, but then only with respect to the bona fide purchaser or encumbrancer for value who was prejudiced.

### **N.R.S. § 108.233. Duration of lien**

1. A lien provided for in NRS 108.221 to 108.246, inclusive, must not bind the property subject to the lien for a period longer than 6 months after the date on which the notice of lien was recorded, unless:

(a) Proceedings are commenced in a proper court within that time to enforce the same; or

(b) The time to commence the action is extended by a written instrument signed by the lien claimant and by a person or persons in interest in the property subject to the lien, in which event, and as to only that person or those persons in interest signing the agreement, the time is extended, but no extension is valid unless in writing and recorded in the county recorder's office in which the notice of lien is recorded and unless the extension agreement is recorded within the 6-month period.... An action may be commenced within the extended time only against the persons signing the extension agreement and only as to their interests in the property are affected, and upon the lapse of the time specified in the extension agreement, an action may not thereafter be commenced, nor may a second extension be given.

2. For all purposes, a notice of lien shall be deemed to have expired as a lien against the property after the lapse of the 6-month period provided in subsection 1, and the recording of a notice of lien does not provide actual or constructive notice after the lapse of the 6-month period and as a lien on the property referred to in the notice of lien, unless, before the lapse of the 6-month period an extension agreement has been recorded, in which event, the lien will only

continue as a lien on the interests of those persons signing the extension for the period specified in the extension. An extension must not be given for a period in excess of 1 year beyond the date on which the notice of lien is recorded.

3. If there are other notices of lien outstanding against the property, an extension must not be given upon a notice of lien which will tend to delay or postpone the collection of other liens evidenced by a notice of lien or encumbrances against the property.

**N.R.S. § 108.234. Recording of notice of nonresponsibility by disinterested owner; ... effect of owner's failure to comply with provisions of this section**

1. Except as otherwise provided in subsection 2, every improvement constructed, altered or repaired upon property shall be deemed to have been constructed, altered or repaired at the instance of each owner having or claiming any interest therein, and the interest owned or claimed must be subject to each notice of lien recorded in accordance with the provisions of NRS 108.221 to 108.246, inclusive.

2. The interest of a disinterested owner in any improvement and the property upon which an improvement is constructed, altered or repaired is not subject to a notice of lien if the disinterested owner, within 3 days after he first obtains knowledge of the construction, alteration or repair, or the intended construction, alteration or repair, gives notice that he will not be responsible for the improvement by recording a notice in writing to that effect with the county recorder of the county where the property is located ....

....

6. An owner who does not comply with the provisions of this section may not assert any claim that his interest in any improvement and the property upon which an improvement is constructed, altered or repaired is not subject to or is immune from the attachment of a lien pursuant to NRS 108.221 to 108.246, inclusive.

....

**N.R.S. § 108.236. Court must declare rank of lien claimants or class of lien claimants; application of proceeds**

1. In every case in which different liens are asserted against any property, the court, in the judgment, must declare the rank of each lien claimant or class of lien claimants in the following order:

(a) First: All labor whether performed at the instance or direction of the owner, the subcontractor or the prime contractor.

(b) Second: Material suppliers and lessors of equipment.

(c) Third: All other lien claimants who have performed their work, in whole or in part, under contract with the prime contractor or any subcontractor.

(d) Fourth: All other lien claimants.

2. The proceeds of the sale of the property must be applied to each lien claimant or class of lien claimants in the order of its rank.

**N.R.S. § 108.238. Right to maintain civil action or submit controversy to arbitration not impaired**

The provisions of NRS 108.221 to 108.246, inclusive, must not be construed to impair or affect the right of a lien claimant to whom any debt may be due for work, materials or equipment furnished to maintain a civil action to recover that debt against the person liable therefor or to submit any controversy arising under a contract to arbitration to recover that amount.

**N.R.S. § 108.239. Action to enforce notice of lien ...; sale of property**

1. A notice of lien may be enforced by an action in any court of competent jurisdiction that is located within the county where the property upon which the work of improvement is located, on setting out in the complaint the particulars of the demand, with a description of the property to be charged with the lien.

\* \* \*

10. On ascertaining the whole amount of the liens with which the property is justly chargeable, as provided in NRS 108.221 to 108.246, inclusive, the court shall cause the property to be sold in satisfaction of all liens and the costs of sale, including all amounts awarded to all lien claimants pursuant to NRS 108.237, and any party in whose favor judgment may be rendered may cause the property to be sold within the time and in the manner provided for sales on execution, issued out of any district court, for the sale of real property.

11. If the proceeds of sale, after payment of the costs of sale, are not sufficient to satisfy all liens to be included in the decree of sale, including all amounts awarded to all lien claimants pursuant to NRS 108.237, the proceeds must be apportioned according to the right of the various lien claimants. If the proceeds of the sale amount to more than the sum of all liens and the cost of sale, the remainder must be paid over to the owner of the property.

12. Each party whose claim is not satisfied in the manner provided in this section is entitled to personal judgment for the residue against the party legally liable for it if that person has been personally summoned or has appeared in the action.

**N.R.S. § 108.2433. Discharge of notice of lien: Marginal entries; ... presentation of certificate executed by lien claimant or his personal representative or assignee**

1. Except as otherwise provided in subsection 2, a notice of lien upon the property provided for in NRS 108.221 to 108.246, inclusive, may be discharged by an entry on the margin of the record thereof, signed by the lien claimant or his personal representative or assignee in the presence of the recorder or his deputy, acknowledging the satisfaction of or value received for the notice of lien and the debt secured thereby.... The entry has the same effect as a discharge or release of the notice of lien acknowledged and recorded as provided by law....

2. If the notice of lien has been recorded by a microfilm or other photographic process, a marginal release may not be used ....

3. If the recorder or his deputy is presented with a certificate executed by the lien claimant or his personal representative or assignee, specifying that the notice of lien has been paid or otherwise satisfied or discharged, the recorder or his deputy shall discharge the notice of lien upon the record.

**N.R.S. § 108.2437. Discharge of notice of lien: Recording by lien claimant ...**

1. As soon as practicable, but not later than 10 days after a notice of lien upon the property pursuant to NRS 108.221 to 108.246, inclusive, is fully satisfied or discharged, the lien claimant shall cause to be recorded a discharge or release of the notice of lien ....

2. If the lien claimant fails to comply with the provisions of subsection 1, he is liable in a civil action to the owner of the property, his heirs or assigns for any actual damages caused by his failure to comply with those provisions or \$100, whichever is greater, and for a reasonable attorney's fee and the costs of bringing the action.

**N.R.S. § 108.244. Limitation on filing complaint for foreclosure of notice of lien**

A lien claimant or assignee of a lien claimant or claimants may not file a complaint for foreclosure of his notice of lien or the assigned notice of lien or notices of lien until 30 days have expired immediately following the recording of his notice of lien or following the recording of the assigned notice of lien or the last of the assigned notices of liens. This provision does not apply to or prohibit the filing of any statement of fact constituting a lien or statements of fact constituting a lien:

1. In an action already filed for foreclosure of a notice of lien; or
2. In order to comply with the provisions of NRS 108.239.

**N.R.S. § 108.245. Notice of right to lien ...**

1. Except as otherwise provided in subsection 5, every lien claimant, other than one who performs only labor, who claims the benefit of NRS 108.221 to 108.246, inclusive, shall, at any time after the first delivery of material or performance of work or services under his contract, deliver in person or by certified mail to the owner of the property a notice of right to lien ....

2. Such a notice does not constitute a lien or give actual or constructive notice of a lien for any purpose.

3. No lien for materials or equipment furnished or for work or services performed, except labor, may be perfected or enforced pursuant to NRS 108.221 to 108.246, inclusive, unless the notice has been given.

4. The notice need not be verified, sworn to or acknowledged.

5. A prime contractor or other person who contracts directly with an owner or sells materials directly to an owner is not required to give notice pursuant to this section.

6. A lien claimant who is required by this section to give a notice of right to lien to an owner and who gives such a notice has a right to lien for materials or equipment furnished or for work or services performed in the 31 days before the date the notice of right to lien is given and for the materials or equipment furnished or for work or services performed anytime thereafter until the completion of the work of improvement.

## FOUNDRYMEN'S AND BOILERMAKERS' LIENS

### **N.R.S. § 108.249. Lien on mill, manufactory or hoisting works**

1. All foundrymen, boilermakers and all persons performing labor, or furnishing machinery, boilers, castings or other materials for the construction, repairing or carrying on of any mill, manufactory or hoisting works, shall have a lien on such mill, manufactory or hoisting works for such work or labor done, or such machinery, boiler, castings or other material furnished by each, respectively.

2. All the provisions of NRS 108.221 to 108.246, inclusive, as determined by the date of performance, respecting the mode of recording, securing and enforcing the liens of contractors, subcontractors, journeymen, laborers and others shall be applicable to the provisions of this section....

**LIENS FOR STORAGE, MAINTENANCE, OR REPAIR OF VEHICLES, MOTOR HOMES, MANUFACTURED HOMES, RVs, TRAILERS OR AIRCRAFT**

**N.R.S. § 108.270. Lien for labor, materials, storage or services; detention of vehicle, trailer, recreational vehicle, mobile home, manufactured home, aircraft, equipment or parts**

Subject to the provisions of NRS 108.315:

1. A person engaged in the business of:

(a) Buying or selling automobiles;

(b) Keeping a garage or place for the storage, maintenance, keeping or repair of motor vehicles, motorcycles, motor equipment, trailers, mobile homes or manufactured homes, including the operator of a salvage pool; or

(c) Keeping a mobile home park, mobile home lot or other land for rental of spaces for trailers, mobile homes or manufactured homes,

and who in connection therewith stores, maintains, keeps or repairs any motor vehicle, motorcycle, motor equipment, trailer, mobile home or manufactured home, or furnishes accessories, facilities, services or supplies therefor, at the request or with the consent of the owner or his representatives, or at the direction of any peace officer or other authorized person who orders the towing or storage of any vehicle through any action permitted by law, has a lien upon the motor vehicle, motorcycle, motor equipment, trailer, mobile home or manufactured home or any part or parts thereof for the sum due for the towing, storing, maintaining, keeping or repairing of the motor vehicle, motorcycle, motor equipment, trailer, mobile home or manufactured home or for labor furnished thereon, or for furnishing accessories, facilities, services or supplies therefor, and for all costs incurred in enforcing such a lien.

2. Subject to the provisions of NRS 108.315, a person engaged in the business of keeping a recreational vehicle park who, at the request or with the consent of the owner of a recreational vehicle or his representative, furnishes facilities or services in the recreational vehicle park for the recreational vehicle, has a lien upon the recreational vehicle for the amount of rent due for furnishing those facilities and services, and for all costs incurred in enforcing such a lien.

3. A person who at the request of the legal owner performed labor on, furnished materials or supplies or provided storage for any aircraft, aircraft equipment or aircraft parts is entitled to a lien for such services, materials or supplies and for the costs incurred in enforcing the lien.

4. Any person who is entitled to a lien as provided in subsections 1, 2 and 3 may, without process of law, detain the motor vehicle, motorcycle, motor equipment, trailer, recreational vehicle, mobile home, manufactured home, aircraft, aircraft equipment or aircraft parts at any time it is lawfully in his possession until the sum due to him is paid.

### **N.R.S. § 108.272. Notice**

1. Except as otherwise provided in subsection 2, the notice of a lien must be given by delivery in person or by registered or certified letter addressed to the last known place of business or abode of:

- (a) The legal owner and registered owner of the property.
- (b) Each person who holds a security interest in the property.

(c) If the lien is on a mobile home or manufactured home, each person who is listed in the records of the manufactured housing division of the department of business and industry as holding an ownership or other interest in the home.

If no address is known, the notice must be addressed to that person at the place where the lien claimant has his place of business.

2. Any person who claims a lien on aircraft, aircraft equipment or parts shall:

- (a) Within 120 days after he furnishes supplies or services; or
- (b) Within 7 days after he receives an order to release the property,

whichever time is less, serve the legal owner by mailing a copy of the notice of the lien to his last known address, or if no address is known, by leaving a copy with the clerk of the court in the county where the notice is filed....

### **N.R.S. § 108.2735. Liens on mobile homes and manufactured homes: Expiration**

A lien asserted against a mobile home or manufactured home expires 1 year after it is filed with the manufactured housing division of the department of business and industry.

### **N.R.S. § 108.274. Liens on aircraft: Statement of amount by claimant**

The lien claimant shall provide the legal owner, within 24 hours after receipt of a written request, with a written statement of the amount of the lien on any aircraft, aircraft equipment or parts if:

- 1. A notice of the lien has not been filed; and
- 2. The time for filing the lien has not expired.

**N.R.S. § 108.280. Lienholder's right not lost when vehicle, aircraft, trailer, recreational vehicle, mobile or manufactured home or equipment removed from his control**

Any person who acquires a lien under the provisions of NRS 108.270 does not lose the lien by allowing the motor vehicle, aircraft, motorcycle, motor or aircraft equipment, trailer, recreational vehicle, mobile home or manufactured home, or parts thereof to be removed from control of the person having the lien.

**N.R.S. § 108.290. Priority of lien; limitation on lien of landlord**

1. If property that is the subject of a lien which is acquired as provided in NRS 108.270 to 108.367, inclusive, is the subject of a secured transaction in accordance with the laws of this State, the lien:

(a) In the case of a lien acquired pursuant to NRS 108.315, is a first lien.

(b) In the case of a lien on a motor vehicle for charges for towing, storing and any related administrative fees:

(1) For the first 30 days of the lien:

(I) If the amount of the lien does not exceed \$1,000, is a first lien.

(II) If the amount of the lien exceeds \$1,000, is a second lien.

(2) After the first 30 days of the lien:

(I) If the amount of the lien does not exceed \$2,500, is a first lien.

(II) If the amount of the lien exceeds \$2,500, is a second lien.

(c) In all other cases, if the amount of the lien:

(1) Does not exceed \$1,000, is a first lien.

(2) Exceeds \$1,000, is a second lien.

2. The lien of a landlord may not exceed \$2,500 or the total amount due and unpaid for rentals and utilities, whichever is the lesser.

**N.R.S. § 108.300. Lien does not deprive claimant of other legal remedies ....**

1. The lien created in NRS 108.270 to 108.367, inclusive, does not deprive the lien claimant of any remedy allowed by law to a creditor against his debtor for the collection of all charges and advances which he has made in connection with any work or services, or supplies,

facilities or accessories furnished for, on or about any motor vehicle, aircraft, motorcycle, motor or aircraft equipment, aircraft parts, trailer, recreational vehicle, mobile home or manufactured home pursuant to an expressed or implied contract between the lien claimant and the owner, or the representative of the owner, of the motor vehicle, aircraft, motorcycle, motor or aircraft equipment, aircraft parts, trailer, recreational vehicle, mobile home or manufactured home....

**N.R.S. § 108.310. Satisfaction of lien; sale by auction; disposition of proceeds**

Subject to the provisions of NRS 108.315, the lien created in NRS 108.270 to 108.367, inclusive, may be satisfied as follows:

1. The lien claimant shall give written notice to the person on whose account the storing, maintaining, keeping, repairing, labor, fuel, supplies, facilities, services or accessories were made, done or given, and to any other person known to have or to claim an interest in the motor vehicle, aircraft, motorcycle, motor or aircraft equipment, aircraft parts, trailer, recreational vehicle, mobile home or manufactured home, upon which the lien is asserted, and to the:

(a) Manufactured housing division of the department of business and industry with regard to mobile homes, manufactured homes and commercial coaches as defined in chapter 489 of NRS; or

(b) Department of Motor Vehicles with regard to all other items included in this section.

2. In accordance with the terms of a notice so given, a sale by auction may be held to satisfy any valid claim which has become a lien on the motor vehicle, aircraft, motorcycle, motor or aircraft equipment, aircraft parts, trailer, recreational vehicle, mobile home or manufactured home....

....

4. From the proceeds of the sale the lien claimant who furnished the services, labor, fuel, accessories, facilities or supplies shall satisfy his lien, including the reasonable charges of notice, advertisement and sale. The balance, if any, of the proceeds must be delivered, on demand, to the person to whom he would have been bound to deliver, or justified in delivering, the motor vehicle, aircraft, motorcycle, motor or aircraft equipment, aircraft parts, trailer, recreational vehicle, mobile home or manufactured home.

**N.R.S. § 108.315. Enforcement of lien for unpaid rent or utilities by landlord**

1. Any landlord who desires to enforce a lien for unpaid rent or rent and utilities under the provisions of NRS 108.270 to 108.367, inclusive, must within 15 days after the rent is 30 days past due, make a demand in writing upon the registered owner of the recreational vehicle, mobile home or manufactured home, for the amount due, stating that a lien is claimed on the recreational vehicle, mobile home or manufactured home. A copy of the demand must be sent to

every holder of a security interest and every person who is listed in the records of the manufactured housing division of the department of business and industry as holding an ownership or other interest in, and every tenant or subtenant of, the recreational vehicle, mobile home or manufactured home, and to the:

(a) Manufactured housing division of the department of business and industry, with regard to mobile homes and manufactured homes; or

(b) Department of motor vehicles, with regard to recreational vehicles,

by registered or certified mail.

....

3. A landlord who enforces a lien for unpaid rent may recover an amount equal to:

(a) The amount of the unpaid rent;

(b) The cost of any advertising and notices required pursuant to NRS 108.270 to 108.367, inclusive;

(c) The cost and fees ordered by a court in any action contesting the validity of a lien; and

(d) The cost of a sale, if a sale by auction is made pursuant to the provisions of NRS 108.310.

4. No recreational vehicle, mobile home or manufactured home may be sold for delinquent rent or rent and utilities until 4 months have elapsed after the first default in payment, and a notice of lien has been served pursuant to subsection 1. At least 10 days but not more than 30 days before a sale, a written notice of sale by auction must be sent to the registered owner and tenant or subtenant and to every holder of a security interest and every person who is listed in the records of the manufactured housing division of the department of business and industry as holding an ownership or other interest in the recreational vehicle, mobile home or manufactured home by registered or certified mail stating that a sale by auction of the recreational vehicle, mobile home or manufactured home is to be made pursuant to the provisions of NRS 108.310. The written notice of sale by auction must include the time and location of the sale, the amount necessary to satisfy the lien and a description of the legal proceeding available to contest the lien pursuant to NRS 108.350 and 108.355.

#### **N.R.S. § 108.320. Payment of lien and expenses before sale; delivery of property**

At any time before the motor vehicle, aircraft, motorcycle, motor or aircraft equipment, aircraft parts, trailer, recreational vehicle, mobile home or manufactured home is so sold, any person claiming a right of property or possession therein may pay the lien claimant the amount necessary to satisfy his lien and to pay the reasonable expenses and liabilities incurred in serving

notices and advertising and preparing for the sale up to the time of such payment. The lien claimant shall deliver the motor vehicle, aircraft, motorcycle, motor or aircraft equipment, aircraft parts, trailer, recreational vehicle, mobile home or manufactured home to the person making the payment if he is a person entitled to the possession of the property on payment of the charges thereon.

**N.R.S. § 108.330. Remedy for enforcing lien does not preclude other remedies**

The remedy for enforcing the lien provided in NRS 108.270 to 108.367, inclusive, does not preclude any other remedies allowed by law for the enforcement of a lien against personal property nor bar the right to recover so much of the lienholder's claim as is not paid by the proceeds of the sale of the property.

**N.R.S. § 108.350. Validity of lien may be contested; liability of claimant after sale.**

Nothing contained in NRS 108.270 to 108.367, inclusive, precludes:

1. The owner of any motor vehicle, aircraft, motorcycle, motor or aircraft equipment, aircraft parts, trailer, recreational vehicle, mobile home or manufactured home; or
2. Any other person having an interest or equity in the property,

from contesting the validity of the lien. All legal rights and remedies otherwise available to the person are reserved to and retained by him, except that, after a sale has been made to an innocent third party, the lien claimant is solely responsible for loss or damage occasioned the owner, or any other person having an interest or equity in the property, by reason of the invalidity of the lien, or by reason of failure of the lien claimant to proceed in the manner provided in those sections.

**JEWELERS' AND WATCHMAKERS' LIENS**

**N.R.S. § 108.370. Lien for work and material furnished: ... [S]ale; application of proceeds; lienholder may waive lien and sue for amount due**

1. Every person, firm or corporation engaged in performing work upon any watch, clock or jewelry, for a price, shall have a lien upon the watch, clock or jewelry for the amount of any account that may be due for the work done thereon. The lien shall also include the value or agreed price, if any, of all materials furnished by the lienholder in connection with the work.

2. If any account for work done or materials furnished shall remain unpaid for 1 year after completing the work, the lienholder may, upon 30 days' notice in writing to the owner specifying the amount due and informing him that the payment of the amount due within 30 days will entitle him to redeem the property, sell any such article or articles at public or bona fide private sale to satisfy the account.

....

4. The proceeds of the sale, after paying the expenses thereof, shall first be applied to liquidate the indebtedness secured by the lien, and the balance, if any, shall be paid over to the owner.

5. Nothing contained in this section shall be construed as preventing the lienholder from waiving the lien herein provided for, and suing upon the amount if he elects to do so.

## LIENS OF COMMON CARRIER AND BAILEES

### **N.R.S. § 108.380. Storage of unclaimed freight by carriers and warehousemen**

When any goods, merchandise or other property has been received by any railroad or express company, or other common carrier, commission merchant, forwarding merchant, or warehouseman, for transportation or safekeeping, and is not delivered to the owner, consignee or other authorized person, the carrier, commission merchant, forwarding merchant or warehouseman may hold or store the same with some responsible person until the freight and all just and reasonable charges on same are paid.

### **N.R.S. § 108.390. Failure of consignee to accept freight after notice releases carrier from further liability**

If a consignee does not accept and remove freight within 24 hours after notice has been served on him by the carrier, the carrier is released from further liability, by placing the freight in a suitable warehouse on storage, or the carrier may hold the same upon his responsibility as a warehouseman.

### **N.R.S. § 108.410. Sale of perishable freight to satisfy lien**

If from any cause, other than want of ordinary care and diligence on his part, a common carrier is unable to deliver perishable property transported by him and collect his charges thereon, he may cause the property to be sold in open market to satisfy his lien of freightage.

### **N.R.S. § 108.420. Sale of unclaimed freight to pay charges: Notice; disposition of surplus; sales of baggage**

1. If no person calls for the freight or other property received by the railroad, express company or other common carrier, commission merchant, forwarding merchant or warehouseman within 60 days from the receipt thereof, the carrier, forwarding merchant, commission merchant or warehouseman may sell the property, or so much thereof, at auction to the highest bidders, as will pay freight and other just and reasonable charges, first having given notice as provided in subsection 2.

2. The railroad, express company or other common carrier, commission merchant, forwarding merchant or warehouseman shall, before the sale provided for in subsection 1, give notice of the time and place of sale to the owner, consignee or consignor, when known, and by advertisement in a daily newspaper 10 days, or if a weekly newspaper, 4 weeks, published where the sale is to take place. If there is no newspaper published at the place where the sale is to take place, notice shall be given by posting a notice of the sale conspicuously in at least three public places.

3. If any surplus is left after paying freight, storage, cost of advertising and other reasonable charges, the same must be paid over to the owner of the property at any time thereafter, on demand being made therefor within 6 months after the sale.

4. Any trunk or valise, with its contents, shall be held 6 months before being advertised for sale.

**N.R.S. § 108.440. Right of bailee to sell property on bailor's failure to pay storage charges**

1. When any property to be placed in storage has been received by any person, firm or corporation acting as bailee for hire of the property to be placed in storage in any room, building or other structure belonging to or leased by the bailee, the bailee may, in accordance with the provisions of NRS 108.450, sell the property at public auction to the highest bidder if the bailor has failed to pay the storage charges on the property.

2. The sale must not be made in any manner which is contrary to any agreement between the bailor and the bailee.

**N.R.S. § 108.450. Notice and advertisement of sale; redemption of property**

1. The bailee shall notify the bailor of the intended sale ....

2. An advertisement of the sale must be published once a week for 2 weeks consecutively in a newspaper of general circulation in the town or township where the bailee resides....

3. The bailor may redeem his property at any time before the public auction by paying to the bailee the amount of storage charges, charges for late payment, costs of advertising and storage charges incurred by the bailee on account of the property. A bailor has no right to redeem his property if it has been sold at an auction held at the time and place specified in the notice.

**N.R.S. § 108.460. Disposition of proceeds of sale**

Out of the proceeds of the sale the bailee may pay all just claims against the property sold, including the bailee's charges for storage. If there be any surplus after all just claims are satisfied, the bailee shall pay the same to the bailor, if his address be known ....

**N.R.S. § 108.470. Provisions not applicable to pawnbrokers or moneylenders**

The provisions of NRS 108.440 to 108.460, inclusive, shall in no case be construed to affect any person, persons, firm or corporation doing a pawnbroking or moneylending business in this state, and not acting as bailee for hire within the intendment of NRS 108.440 to 108.460, inclusive.

## **HOTEL, MOTEL, BOARDINGHOUSE, AND LODGINGHOUSE LIENS**

### **N.R.S. § 108.480. Lien on personal property; sale after 30 days after default**

1. Except as provided in subsection 2, every hotel, inn, motel, motor court, boardinghouse or lodginghouse proprietor or proprietors, or person who lets rooms to lodgers for hire, shall have a lien upon all property belonging to his patron, guest, boarder or tenant brought within the hotel, inn, motel, motor court, boardinghouse, lodginghouse or rooms for the amount that may be due from any such person for boarding, lodging, rent or for money paid or advanced to him, and for such other extras as are furnished at his request, and is authorized to retain possession of such property until the innkeeper's lien and the cost of enforcing it are satisfied.

2. Tools or implements necessary to carry on the trade or employment of, and required work uniforms belonging to, such patron, guest, boarder or tenant are exempt from the provisions of this section.

3. At any time after 30 days after default made in the payment of a debt secured by a lien upon personal property as in this section provided, such lien may be foreclosed by sale of the property or some part thereof as provided in NRS 108.500.

### **N.R.S. § 108.490. Sale of baggage or property left at hotel, motel, lodginghouse or boardinghouse**

All baggage or property of whatever description left at a hotel, inn, motel, motor court, boardinghouse or lodginghouse for the period of 60 days may be sold at public auction by the proprietor or proprietors thereof as provided in NRS 108.500.

### **N.R.S. § 108.500. Sales at public auction: Notice; disposition of proceeds**

1. All sales made under NRS 108.480 and 108.490 shall be made at public auction.

2. No sale shall be valid unless notice of the sale is published at least once a week for 2 successive weeks prior to the sale, in some newspaper published in the county in which the sale is to take place, or, in case no newspaper is published therein, by posting notices at least 10 days prior to the sale in at least three public places in the county, two of which shall be in the township where the property is to be offered for sale.

....

4. If the name and residence of the owner of the property upon which the lien is to be foreclosed is known, a copy of the notice shall, at the time of the posting or publication, be delivered to him, if he resides in the county; otherwise, it shall be mailed to him at his last known place of residence.

5. After paying all costs of keeping the property until the time of sale, the reasonable costs of the sale and the amount due the lien claimant, the remainder, if any, shall be paid to the county treasurer of the county in which the lien is foreclosed with a statement of the innkeeper's claim, the costs of enforcing it, a copy of the published or posted notice, and the amount received for the property sold at the sale. The residue shall be paid into the county school district fund, subject to a right of the guest or boarder, or his representative, to reclaim it within 6 months from the date of the deposit.

## CHILD CARE ESTABLISHMENT PROPRIETOR'S LIEN

### **N.R.S. § 108.515. Lien on baggage or property left at establishment; sale of baggage or property; disposition of proceeds**

1. If a person removes a child from a child care establishment or abandons a child in that establishment for 3 months, the keeper or proprietor of that establishment may sell or cause to be sold at public auction any baggage or property left at that establishment. The sale must be made in the manner provided in NRS 108.480, 108.490 and 108.500.

2. The proceeds of the sale, after payment of any indebtedness due for the care of the child and the costs of the sale, must be paid to the county treasurer to be held by him for 6 months for the benefit of the owner of the property sold.

3. If the proceeds are not paid to the owner or any other person entitled to receive them within that period, the proceeds must be deposited in the county school district fund of the county.

4. As used in this section:

(a) "Care" includes board, laundry, lodging, teaching, incidental materials and supplies, necessary articles of apparel or clothing and necessary medical, nursing or hospital service for which a child care establishment is liable.

(b) "Child care establishment" includes any children's home, day nursery, kindergarten, nursery school or other similar establishment however designated, maintained or operated for the care of children for compensation or hire.

**AGISTORS', FEEDERS', AND BREEDERS' LIENS**

**N.R.S. § 108.540. Lien upon animals; priority; demand for payment; foreclosure ...**

1. Any person furnishing feed, pasture or otherwise boarding any animal or animals, at the request or with the consent of the owner or his representative, has a lien upon the animal or animals, and may retain possession thereof until the sum due for the feed, pasture or board has been paid. Such a lien is subordinate only to such other liens of third persons as have been placed on record, as required by law, in the county where the feed, pasture or board was or is being furnished.

2. Before foreclosing the lien by sale, the person furnishing the feed, pasture or board shall mail a registered or certified letter to the owner, or purported owner, of the animal or animals, at the owner's, or purported owner's, last known address. The letter must demand payment of all money due for the feed, pasture or board, and must inform the owner that if payment is not made the lien will be foreclosed by sale. If payment is not made within 30 days from the date of mailing the registered or certified letter, the lien may be foreclosed by sale, in the manner provided by NRS 108.550.

.....

**N.R.S. § 108.550. Foreclosure of lien; sale; disposition of proceeds**

1. The lien provided for in NRS 108.540 may be foreclosed in the following manner:

(a) A notice must be posted for a period of 10 days in three public and conspicuous places in the county where the animals are being fed, pastured or boarded, which notice must also be published in one issue of a newspaper of general circulation in the county.

(b) The notice must:

....

(2) Specify that it is the intention of the lienholder to foreclose the animal or animals by sale.

....

(5) State that unless the amount of the lien is paid on or before a specified date, the animal or animals, or so many thereof as may be necessary, will be sold at public auction at the place and on the day and hour specified in the notice.

....

(c) The lienholder shall specify a day for the purposes of the demand in subparagraph (5) of paragraph (b). The day specified must not be less than 10 nor more than 15 days after the date of the publication of the notice.

(d) A true copy of the demand and notice must be mailed by registered or certified letter and at the time of publication to the last known address of the holder of every lien appearing of record in the county.

2. The sale provided for in this section may be conducted by the person furnishing the feed, pasture or board, or by any other person who may be designated by the lienholder. Only such number of animals will be sold as may be necessary to discharge the lien and pay the cost of the publication of notice, plus the sum of \$5 to be allowed to the person making the sale. No sale may be made except when the animals to be sold are corralled and have been viewed by the bidders. Any expense incidental to rounding up or bringing the animal or animals to the place of sale is also a proper and an additional charge against the owner. The lienholder may be a bidder at the sale. From the proceeds of the sale, the lienholder shall satisfy his lien, including the additional charges mentioned in this subsection, delivering over the balance, if any, to the owner. If the owner is out of the state or cannot be found, the balance must be deposited with the county treasurer of the county in which the sale was conducted.

3. If the balance is not called for by the owner within 6 months after the date of sale, the balance must be paid into the county school district fund.

4. The highest bidder at the sale shall immediately pay the amount bid in cash and receive title to the animals sold, subject only to any prior lien appearing of record in the county, but before title vests in the successful bidder there must be recorded with the recorder of the county in which the sale was held a certificate executed by the person conducting the sale, to which must be attached the publisher's proof of publication of the notice of sale to foreclose the lien....

5. No person requesting or consenting to the furnishing of feed, pasture or board is entitled to assert a lien prior to that provided for in this section.

6. This section is intended to supplement existing law and the remedy provided in this section is not exclusive. This section does not deprive the lienholder from resorting to any other legal remedy.

**N.R.S. § 108.560. Disposition of livestock in settlement of pasturage or feed bills: Appraisement; sale; right of redemption**

1. If the bill or claim for pasturage or feed for livestock in the judgment of the person furnishing the pasturage or feed equals the value of the livestock pastured or fed, and the owner of the livestock has failed or neglected to pay for the pasturage or feed, the person furnishing the pasturage or feed may have the livestock appraised by three competent and disinterested freeholders. If the appraisement does not exceed by 10 percent the amount of the unpaid pasturage or feed bill, upon the recording of the appraisement with the county recorder of the

county in which the livestock is situated, the title to the livestock vests in the person furnishing the pasturage or feed and he may sell the livestock, subject to the right of redemption mentioned in subsection 2.

2. At any time within 1 year after the recording of the appraisalment, the original owner of the livestock may redeem the livestock from the possessor thereof by paying or tendering as payment to the possessor the amount of the appraisalment together with 25 percent of the appraisalment additional as damages. If payment or tender is not made by the original owner within 1 year after the recording of the appraisalment, the title of the possessor of the livestock is absolute.

**N.R.S. § 108.570. Service of stallion: Lien on mare and offspring ...**

1. The owner or keeper of any stallion may advertise the terms upon which he will let such stallion to service, by publication thereof in some newspaper of the county where the stallion is kept, for 60 days during the season of each year, or by printed handbills conspicuously posted during such period in four or more public places in the county, including the place where the stallion is kept....

2. When the terms of such service by any stallion, published or posted as provided in subsection 1, shall provide that the mare and foal will be held for the money due for the service of the stallion, then the owner or keeper of the stallion shall have a lien for such sum on the mare from the time of service and on the offspring of the mare served for the period of 1 year after the birth of such foal, which lien shall be preferred to any prior lien, encumbrance or mortgage whatever. The publication or posting, as aforesaid, of the terms of such service shall be deemed notice to any third person of the existence of such lien.

....

## **LIENS ON ORE DELIVERED TO CUSTOM MILLS OR REDUCTION WORKS**

### **N.R.S. § 108.580. Persons selling ore to reduction works have preferred liens**

Where ore is delivered to a custom mill or reduction works, and either sold to the mill or reduction works or worked at a percentage, the person or persons so furnishing ore to the mill or reduction works shall have a preferred lien upon the bullion product, and upon the ore not reduced as against attachment and other creditors.

## **LIENS FOR CLEANING, ETC. CLOTHING OR HOUSEHOLD GOODS**

### **N.R.S. § 108.770. Lien upon garments, clothing, wearing apparel or household goods for amount of account due ...**

Every person, firm or corporation engaged in cleaning, pressing, glazing or washing garments, clothing, wearing apparel or household goods for a price shall have a lien upon the garments, clothing, wearing apparel or household goods for the amount of any account that may be due for the work done thereon, where such account is not paid for 90 days or more after completion of such work....

### **N.R.S. § 108.780. Liens for work done and for storage by agreement; exemption of warehousemen**

Every person, firm or corporation engaged in cleaning, pressing, glazing or washing garments, clothing, wearing apparel or household goods which are placed in storage by agreement shall have a lien upon the garments, clothing, wearing apparel or household goods for the amount of any account that may be due for the work done thereon, and for storage, where the account is not paid for 12 months or more after completion of such work. The lien shall also include the value or agreed price, if any, of all materials furnished by the lienholder in connection with the work. Persons, firms or corporations operating as warehouses or warehousemen shall not be affected by this section.

### **N.R.S. § 108.790. Sales by lienholders after notice**

If any account for work done or materials furnished remains unpaid for 90 days or more after completion of the work, or if the articles are placed in storage, and the charges for storage and for work done and materials furnished remain unpaid for 12 months or more, the lienholder may, upon 30 days' notice in writing to the owner specifying the amount due and informing him that the payment of the amount due within 30 days will entitle him to redeem the property, sell any such article or articles at public or bona fide private sale to satisfy the account.

### **N.R.S. § 108.800. [D]isposition of proceeds of sale**

.... The proceeds of the sale, after paying the expenses thereof, shall first be applied to liquidate the indebtedness secured by the lien, and the balance, if any, shall be paid over to the owner of the property.

**N.R.S. § 108.810. Waiver of lien; action upon amount**

Nothing contained in NRS 108.770 to 108.820, inclusive, shall be construed as preventing the lienholder from waiving the lien herein provided for, and suing upon the amount if he elects to do so.

**N.R.S. § 108.820. Notices to be posted in business establishments**

The following notices shall be posted in the business establishments of each person, firm or corporation engaged in cleaning, pressing, glazing or washing garments, clothing, wearing apparel or household goods, and wishing to take advantage of NRS 108.770 to 108.820, inclusive, in a prominent place in its receiving office at all times:

1. "All articles cleaned, pressed, glazed, laundered, washed, altered or repaired which are not called for within 90 days will be sold to pay charges."

2. "All articles stored by agreement, where charges have not been paid for 12 months, will be sold to pay charges."

## FARM PRODUCT LIENS

### **N.R.S. § 108.885. “Producer” defined**

“Producer” means a person who is engaged in the business of growing or producing a farm product in this state.

### **N.R.S. § 108.887. Lien of producer**

1. In addition to all other rights and remedies which are provided by law, a [person who is engaged in the business of growing or producing a farm product in Nevada] that delivers or sells a farm product [defined to exclude timber and timber products] which is grown by him to a processor<sup>1</sup> pursuant to a contract, express or implied, has a lien for the labor, care and expense in growing and harvesting the farm product upon:

- (a) The farm product;
- (b) The processed farm product derived from the farm product; and
- (c) The proceeds of a sale of the farm product or the processed farm product.

2. A lien on a farm product, processed farm product, or proceeds from the sale of a farm product or processed farm product extends to an amount of the farm product, processed farm product or proceeds equal in value to the agreed price or an agreed method for determining the price for the farm product. For purposes of determining the extent of the lien, the value of the farm product is the market value of the farm product on the date of delivery of the farm product to the processor.

3. Any portion of the farm product, processed farm product or, proceeds in excess of the amount necessary to satisfy the total amount owed to a producer pursuant to a contract is free of the lien provided by this section.

---

<sup>1</sup> N.R.S. § 108.884(1) defines “processor” as “a person who (a) Is engaged in the business of processing or manufacturing farm products; and (b) Solicits, buys, contracts to buy or otherwise takes title to, or possession or control of, farm products from the producer for the purposes of processing, manufacturing, selling, reselling or redelivering the farm product.” N.R.S. § 108.884(2) excludes from the foregoing “a retail merchant who: (a) Has a fixed or established place of business in this state; and (b) Does not sell at wholesale a farm product that is processed or manufactured by him.”

**N.R.S. § 108.888. Attachment of lien; priority of lien**

1. Unless released by payment or by security which is given for payment before attachment of a lien, the lien of a producer pursuant to NRS 108.887:

(a) Attaches on the date of delivery of the farm product by a producer to a processor; and

(b) Is a preferred lien and superior to all other liens, claims or encumbrances, except:

(1) Claims for wages and salaries for personal services and labor which are rendered by a person to a processor in connection with the processing of the farm product after the delivery of the farm product to the processor; or

(2) The lien of a warehouseman pursuant to chapter 104 of NRS.

2. The lien of a producer for a series of deliveries of a farm product attaches on the date of the last delivery.

**N.R.S. § 108.889. Notice of lien**

1. To perfect the lien provided for in NRS 108.887, a producer must, not later than 45 days after the date on which the lien attaches pursuant to NRS 108.888, file a notice of the lien in the Office of the Secretary of State in the manner set forth in NRS 104.9516 [UCC § 9-516] and on a form prescribed and made available by the Secretary of State.

2. A notice of lien that is filed pursuant to subsection 1 must be verified by the oath of the producer and must contain:

(a) The name of the producer;

(b) The name of the processor;

(c) A statement of the terms and conditions of the contract between the producer and the processor; and

(d) The total amount owed to the producer by the processor under the terms of the contract, after deducting any applicable credits or offsets.

....

**N.R.S. § 108.890. Extent of lien**

1. The lien provided for in NRS 108.887 applies to any farm product and any processed farm product in the possession of the processor.

2. For the purposes of this section, a farm product or a processed farm product deposited by a processor with a warehouse, whether or not warehouse receipts are given as security to a lender, shall be deemed to be in the possession of the processor and subject to the lien of the producer.

3. As used in this section:

(a) "Lender" includes any person who advances new value to a processor.

(b) "New value" includes a new advance or loan, whether in money or property, that is made by a lender to a processor. The term does not include an:

(1) Extension or renewal of an existing obligation of the processor; or

(2) Obligation that is substituted for an existing obligation of the processor.

**N.R.S. § 108.891. Release of lien: Provision of security; payment or arrangement for payment**

1. A lien on a farm product or processed farm product may be released to the extent that the value of the claim upon the farm product or processed farm product is secured by:

(a) A surety bond;

(b) A cash deposit; or

(c) Other security given and approved by a producer who holds a lien.

2. A producer holding a lien may release a lien upon:

(a) Payment for the agreed amount or for the reasonable value of the farm product that is sold or delivered; or

(b) Arrangements being made for payment of the agreed amount or for the reasonable value of the farm product that is sold or delivered that are satisfactory to the producer.

**N.R.S. § 108.892. Release of lien: Additional methods; disposition of farm product**

1. Subject to the approval of a producer holding a lien, a processor may obtain a release of the lien by:

(a) Paying the agreed or actual value of any farm product that is delivered to or purchased by the processor within 20 days after the date of delivery of the farm product, unless the date of payment is otherwise agreed upon in writing or payment is secured by an instrument or arrangement other than the lien.

(b) Obtaining a surety bond which is executed by the processor as the principal and by a surety company which is authorized to do business in this state as a surety in an amount equal to the current market value of the farm product or processed farm product that the processor intends to dispose of or sell. The bond must be conditioned that if the processor fails to make payments to producers for the lawful claims of all producers whose liens have been released by the bond in an amount equal to or greater than the amount of the bond within 35 days after the date of the bond, the surety will be liable to and shall pay the claimants all lawful claims that may be covered by the amount of the bond and the costs of suit if an action is filed on the bond.

(c) Depositing cash with a financial institution in this state in an amount that is set apart by an instrument in writing which is signed by the processor for the purpose of guaranteeing, to the extent of the amount deposited, the payment of all existing claims of producers whose liens are released by the deposit within 35 days after the date of the deposit. The financial institution where a deposit is made pursuant to this paragraph must be named as the trustee in the instrument to carry out the provisions of the instrument.

(d) Designating, setting apart and depositing a quantity of a nonproprietary processed farm product in a public warehouse, and endorsing over and delivering the warehouse receipt to the producer for a quantity of nonproprietary processed farm products in an amount that is satisfactory to the producer for the purpose of guaranteeing, to the extent of the value of the deposit, payment of the existing claims of producers and labor claimants whose liens are released by the deposit within 35 days after the date of the deposit.

(e) Securing a release after payment in full for the farm products.

2. If a processor has paid all lawful claims of the producers in compliance with this section, a processor may sell, transport or otherwise dispose of any farm product for which the lien has been released.

3. If a bond, cash deposit, warehouse deposit or other security is given by a processor pursuant to this section, the processor may sell, transport or otherwise dispose of an amount of the farm product or processed farm product not exceeding the current market value represented by the bond, cash deposit, warehouse deposit or other security given by the processor.

....

#### **N.R.S. § 108.894. Effect of judgment on lien**

1. The judgment, if any, obtained by a plaintiff in a personal action against a processor to obtain payment for farm products does not impair or merge the lien rights or claims that are held by a plaintiff.

2. Any money collected from a personal judgment must be credited against the amount of the lien or claim in an action that is brought to enforce the lien or claim.